

## EXHIBIT C

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021

1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3  
4 ANYWHERE COMMERCE, INC. and )

5 BBPOS LIMITED, )

6 Plaintiffs, )

7 v. ) CIVIL ACTION NO.:

8 INGENICO INC., INGENICO CORP. ) 1:19-cv-11457-IT

9 and INGENICO GROUPS, SA, )

10 Defendants. )

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23 The 30(b)(6) VIDEO DEPOSITION of BEN LO, taken in  
24 the above-entitled cause, before Susan Steudel, official  
25 reporter, on the 10th day of December, 2021

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021

2

1 APPEARANCES:

2  
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9 On behalf of the Defendants;

10  
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16 BY: Melissa Bozeman,

17 On behalf of the Plaintiffs;

18  
19 ALSO PRESENT: Mike Cooper, Videographer

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
50

1 Q. This says that the partner and that's again --  
2 again that's you; right? BBPOS?

3 A. Yes.

4 Q. "The partner agrees that during or after the term  
5 of this agreement it will not directly or  
6 indirectly design or produce or assist in the  
7 design or production of the devices or products  
8 substantially similar to the devices for any  
9 third party." Do you see that?

10 A. Yes.

11 Q. When did this agreement, if it did -- let me ask  
12 it this way. Was this agreement ever terminated?

13 A. Can you repeat your question.

14 Q. Was this agreement ever terminated?

15 A. No.

16 Q. So at any point between May 4th of 2010 and today  
17 has BBPOS directly or indirectly designed or produced or  
18 assisted in the design or production of devices or  
19 products substantially similar to the devices for any  
20 third party?

21 A. No.

22 Q. This paragraph continues:

23 The partner agrees that, during or after the  
24 term of this agreement, it will not directly or  
25 indirectly design or produce or assist in the

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
216

1 A. I don't know.

2 BY MR. TECHENTIN:

3 Q. Is there an agreement in place between  
4 AnywhereCommerce and BBPOS as to how the proceeds -- if  
5 you were to win on count 8 and there was a judgment of  
6 money awarded, is there an agreement as to how that money  
7 would be split between AnywhereCommerce and BBPOS?

8 A. Yes. I think so, yes.

9 Q. What is that agreement?

10 MS. BOZEMAN: Objection. Attorney/client  
11 privileged and I'll instruct the client not to answer.

12 BY MR. TECHENTIN:

13 Q. Are you going to obey that instruction?

14 A. Yes.

15 Q. And I'd asked that specifically with respect to  
16 count 8, but I'll ask it more generally.

17 A. For this count 8 I don't know.

18 Q. Let me ask the question. Is there an agreement  
19 in place that speaks to how any damages that would be  
20 awarded in this case would be split between  
21 AnywhereCommerce and BBPOS?

22 A. Yes.

23 Q. And what is that agreement?

24 MS. BOZEMAN: What is the name of the agreement  
25 are you asking?

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
217

1 MR. TECHENTIN: I'll withdraw that. I'll do that  
2 differently.

3 BY MR. TECHENTIN:

4 Q. What is your agreement with AnywhereCommerce as  
5 it relates to the splitting of an award of damages in this  
6 case?

7 MS. BOZEMAN: Objection. Attorney/client  
8 privileged and I'll instruct the client not to answer.

9 BY MR. TECHENTIN:

10 Q. Is this the agreement that I'm asking about right  
11 now a written agreement between you and AnywhereCommerce?

12 A. Between me and AnywhereCommerce?

13 Q. You meaning BBPOS, yes.

14 A. No. Can I answer that?

15 MS. BOZEMAN: Are you asking me?

16 A. Yeah.

17 MS. BOZEMAN: You can answer.

18 A. Between BBPOS and -- no. No.

19 BY MR. TECHENTIN:

20 Q. Is there a written agreement between BBPOS and  
21 AnywhereCommerce with respect to this litigation?

22 A. Just two parties, do you mean?

23 Q. No. I don't mean to limit it to two parties.

24 A. Yeah. There are agreement in place, but there's  
25 no agreement just AnywhereCommerce and BBPOS, two parties.

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
218

1 Q. There's an agreement between you,  
2 AnywhereCommerce and Kutak Rock; is that correct?

3 A. Yes.

4 Q. When did you enter into that agreement?

5 A. 2018.

6 Q. When did you first discuss bringing a lawsuit  
7 against Ingenico with AnywhereCommerce?

8 A. It is also around 2018 or 2017.

9 Q. Who was there for that conversation?

10 A. I just talk to our lawyer Oliver about the  
11 litigation and about a case, about Ingenico steal our  
12 trade secrets. And then Oliver just give me some -- come  
13 up with this lawsuit and suggest that we can join with  
14 AnywhereCommerce as a plaintiff to file this lawsuit.

15 Q. So the first conversation you had about  
16 potentially filing a lawsuit was with Oliver?

17 A. Yes.

18 Q. Was Oliver your lawyer at that point?

19 A. Oliver was introduced to me by one of our  
20 potential -- one of our financial advisor. And he was not  
21 my lawyer at that period of time.

22 Q. When did Oliver become your lawyer?

23 A. After we talk about our case. And then we sign  
24 our agreement. And then we file this litigation. And  
25 then Oliver become our lawyers.

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
219

1 Q. Is the agreement that you signed that you just  
2 mentioned now, is that the same agreement that you were  
3 talking about before with the three parties, you,  
4 AnywhereCommerce and Kutak Rock?

5 A. I believe before that we have one more engagement  
6 letter with Kutak Rock. Before we sign the agreement  
7 between Anywhere Commerce, BBPOS and Kutak Rock we also  
8 sign engagement letter with Kutak Rock.

9 Q. You have a separate engagement letter with Kutak  
10 Rock; is that right?

11 A. Yes.

12 Q. Does that engagement letter set forth the terms  
13 by which Kutak Rock is providing their legal services to  
14 you?

15 A. I think that letter is -- is engagement letter  
16 between BBPOS and Kutak Rock because after -- it's not  
17 just this case. Kutak Rock also represent us in some like  
18 defence case.

19 MS. BOZEMAN: Don't --

20 BY MR. TECHENTIN:

21 Q. I don't need to know. I think you're saying that  
22 is a general engagement letter?

23 A. Yeah. A general engagement letter.

24 Q. But does that general engagement letter set forth  
25 the legal fees or whatever you have to pay in exchange for

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
222

1 litigation.

2 Who initiated that conversation?

3 A. With Michael Kron? I don't remember.

4 Q. Did he call you? Did you call him? Was there a  
5 meeting set up?

6 A. Meeting? Most likely Michael Kron call me.

7 Q. What was discussed during that conversation?

8 MS. BOZEMAN: I'm going to caution you. If it  
9 involves either communications with attorneys that reveal  
10 legal strategy or legal advice then you cannot speak to  
11 that portion of the conversation. But if there was  
12 anything unrelated you can talk about that.

13 A. Michael Kron also said he had unfair treatment by  
14 Ingenico and that he's also angry. So this is the  
15 conversation, it's like that.

16 BY MR. TECHENTIN:

17 Q. Did you talk about the possibility of joining  
18 together in litigation?

19 A. Yes.

20 MS. BOZEMAN: Objection. To the extent that it  
21 involves legal strategy, I don't want you to answer the  
22 question, but otherwise you can talk.

23 BY MR. TECHENTIN:

24 Q. Did you have a lawyer at this point when you were  
25 talking with Michael Kron? Did you have a lawyer who was

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
223

1 representing you against Ingenico?

2 A. Did have I a lawyer at that period of time? Do I  
3 have a lawyer? Do I find a lawyer, you mean?

4 Q. No. Did you have a lawyer representing you  
5 against Ingenico when you were talking to Michael Kron?

6 A. No.

7 Q. Did you discuss with Michael Kron potential  
8 sharing of legal expenses?

9 A. Yes.

10 Q. What did you discuss?

11 MS. BOZEMAN: Objection to the content.  
12 Attorney/client privileged and I will instruct the client  
13 not to answer.

14 BY MR. TECHENTIN:

15 Q. Are you going to abide by your counsel's  
16 instruction?

17 A. Yes.

18 Q. Did you discuss with him the topic of potential  
19 litigation proceeds or damages?

20 A. No.

21 Q. Did you discuss entering into a joint defence  
22 agreement?

23 A. We -- you mean in the meantime do I discuss with  
24 Michael Kron about entering agreement? I think at that  
25 meeting, no, we don't need to talk about that.

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
224

1 Q. Did that come up at some point?

2 A. Yeah, many time.

3 Q. Between you and Michael Kron?

4 A. And also Kutak Rock.

5 Q. Do you have a joint defence agreement with  
6 AnywhereCommerce?

7 A. Joint defence.

8 MS. BOZEMAN: If you know, you can answer.

9 A. I don't know.

10 BY MR. TECHENTIN:

11 Q. Do you have any agreements relating to this  
12 litigation with AnywhereCommerce other than that agreement  
13 between you, Kutak Rock and AnywhereCommerce?

14 A. No.

15 Q. And that's a written agreement?

16 A. You mean the agreement between me and  
17 AnywhereCommerce? No. Just an agreement between me and  
18 AnywhereCommerce and Kutak Rock. That's the agreement  
19 about this litigation, but we don't have a separate  
20 agreement between BBPOS and AnywhereCommerce about this  
21 litigation, no.

22 Q. Right. I'm asking about the one that Kutak Rock  
23 is a party to. Is that agreement in writing?

24 A. Yes.

25 Q. What is the nature of that agreement?

BEN LO 30B6  
ANYWHERE COMMERCE V INGENICO

December 10, 2021  
225

1 A. Do I need to answer this question?

2 Q. Unless she instructs you not to, yes.

3 MS. BOZEMAN: Objection to that question.

4 A. Is this client/lawyer privilege? Do I need to  
5 answer this question.

6 MS. BOZEMAN: I'm going to instruct you not to  
7 answer this question to the extent that your answer would  
8 involve legal strategy or legal advice related to the  
9 litigation. So if there's anything otherwise appropriate  
10 to disclose, you can.

11 A. So in this agreement there's just a -- I'm  
12 uncomfortable to answer this question. This is more a  
13 lawyer/client privilege.

14 BY MR. TECHENTIN:

15 Q. Can you describe for me without getting into any  
16 of the details of what the agreement says what the subject  
17 matter of this the agreement is?

18 MS. BOZEMAN: Objection. Attorney/client  
19 privileged. I'm going to instruct the client not to  
20 answer.

21 BY MR. TECHENTIN:

22 Q. You are going to abide by that?

23 A. Yes.

24 Q. What was your motivation for joining together  
25 with AnywhereCommerce to bring this litigation?